



WASHOE COUNTY

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Comptroller MS

STAFF REPORT

BOARD MEETING DATE: September 22, 2015

DATE: August 28, 2015
TO: Board of County Commissioners
FROM: Jennifer Budge, CPRP, Park Operations Superintendent
Community Services Department, 328.2181, jbudge@washoecounty.us
THROUGH: Eric Crump, Operations Division Director
Community Services Department, 328.2182, ecrump@washoecounty.us
SUBJECT: Approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and Truckee Meadows Water Authority for permanent Public Utility Easements totaling 11,400 square feet on APN 019-140-12, commonly known as Washoe Golf Course, [at the appraised value of \$8,217]; and if approved, authorize the Comptroller's Office to make the necessary adjustments. (Commission District 1.)

SUMMARY

Washoe County, through its Community Services Department, owns and manages a 161.59-acre park site [APN 019-140-12] commonly known as Washoe Golf Course. If approved, this item would authorize Truckee Meadows Water Authority (TMWA) to purchase two permanent Public Utility Easements [totaling 11,400 square feet]. A public notice was sent out to 26 adjacent property owners and a copy of the notice is provided.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

August 4, 2015- Washoe County Open Space and Regional Parks Commission recommended approval to the Board of County Commissioners regarding purchase of two permanent Public Utility Easements [totaling 11,400 square feet] by Truckee Meadows Water Authority on APN#019-140-12, commonly known as Washoe Golf Course, at the appraised value of \$8,217.

November 13, 2012- The Board of County Commissioners approved an update to Parkland Easement Policy.

BACKGROUND

TWMA Proposal: TMWA submitted an easement application to Washoe County in January requesting two proposed public utility easements at Washoe Golf Course, as part of new public health requirements as outlined in the Nevada Administrative Code. The Plumas/Urban easement is a corrective easement to cover an existing below-grade

AGENDA ITEM # 5E2

regulator station and associated pipe infrastructure (approx. 6,200sf); and the Urban/Arlington Easement (approx. 5,200) would include an above ground booster pump station to replace an existing underground facility. Photo simulations of the above ground facility are shown in the attached presentation provided by TMWA.

Process and Review: After initial review by Park staff, and the District Attorney's office, it was determined that the request was compliant with the approved Washoe County Parkland Easement Policy and did not conflict with existing deed restrictions. As prescribed in the easement policy, TMWA then submitted an independent appraisal to provide a property history and a monetary valuation of the easements requested. Anthony Wren, MAI, SRA issued an appraisal report on February 9, 2015 that recommended just compensation for the proposed alternatives based upon Market Value: Plumas/Urban and Urban/Arlington Easements: \$8,217.00 [11,400 square feet] The appraisal was paid for by TMWA.

Public Outreach:

Public notices (attached) were sent to 26 adjacent property owners requesting public comment at the Regional Open Space and Park Commission and Board of County Commissioners meetings.

Cost Analysis and Project Alternatives:

TMWA has identified no viable alternative alignments or locations for this project based on site constraints and NAC requirements.

Compatibility with Golf Course Park Master Plan

Washoe Golf Course Park Master Plan does not identify any improvements in the proposed easement areas. While the Master Plan is a guide for future development, it is a dynamic document that can be updated to accommodate the needs of the surrounding neighborhood. Should the easements be approved, no permanent structures will be permitted within the easement boundary, with the exception of utilities. Permanent structures refer to buildings, houses, rock walls, larger structures, etc.

Staff Evaluation

Since there will be minimal impact to the golf course or the surrounding neighborhood, staff is not recommending any mitigation in addition to the appraised value of the easements besides possible revegetation and relocation of existing irrigation. TMWA will be required to secure the Arlington/Urban site, relocate irrigation and install landscaping. Staff recommends approval of the application to ensure public health and safety requirements are met in compliance with Nevada Administrative Code.

FISCAL IMPACT

Should the easements be approved, purchase of the easements, construction, maintenance revegetation and irrigation relocation costs and mitigation associated with the project will be the responsibility of the applicant. In compliance with the parklands easement policy guidelines, proceeds for the value of the easement of \$8,217 will be deposited to the Golf Course Enterprise Fund 520, cost center 680410-485300 (Other Misc. Gov't Revenue).

The following budget adjustment is needed:

Increase :CC680410-485300	Other Misc. Gov't Revenue	\$8,217
Increase: CC680410-781001	Land Improvements	\$8,217

RECOMMENDATION

It is recommended that the Board of County Commissioners approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and Truckee Meadows Water Authority for permanent Public Utility Easements totaling 11,400 square feet on APN 019-140-12, commonly known as Washoe Golf Course, [at the appraised value of \$8,217]; and if approved, authorize the Comptroller's Office to make the necessary adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and Truckee Meadows Water Authority for permanent Public Utility Easements totaling 11,400 square feet on APN 019-140-12, commonly known as Washoe Golf Course, [at the appraised value of \$8,217]; and if approved, authorize the Comptroller's Office to make the necessary adjustments."

EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (the "Agreement") is made and entered into this 22 day of September, 2015, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("County") and TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 ("TMWA").

WITNESSETH:

WHEREAS, County owns certain real property located in Washoe County, Nevada, known currently as Assessor's Parcel Number No. 019-140-12, commonly known as Washoe Golf Course (the "County Property");

WHEREAS, TMWA is a public entity responsible for distribution of municipal water service in the area and has facilities and easements located on County Property at the southeast corner at the intersection of Arlington Avenue and Urban Road ("Arlington Easement") and the southwest corner at the intersection of Plumas Street Avenue and Urban Road ("Plumas Easement"), as expanded and corrected hereby collectively referred to as the "Easements";

WHEREAS, TMWA desires to expand and correct its existing easements and County desires to grant the expansion and correction of the two (2) permanent non-exclusive public utility Easements on a portion of the County Property. The parties desire to correct the Plumas Easement to cover an existing below-grade regulator station and associated pipe infrastructure (approximately 6,200 sf) and to correct the Arlington Easement (approximately 5,200 sf) to cover an above ground pump station to replace an existing underground facility.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, County and TMWA covenant and agree as follows:

1. Sale of Easement. For and in consideration of the Purchase Price (as defined below), County hereby sells to TMWA and TMWA buys from County, the Easements more particularly described in the Grant of Easement attached hereto and incorporated herein as Exhibit "A" (the "Easement Deed") in accordance with the terms, and subject to the conditions, of this Agreement. County and TMWA agree that the Easements shall be located on the County Property as stated in the Easement Deed.

2. Easement Utilization. The Easements shall be permanent, non-exclusive public utility easements used to access, construct, alter, maintain, inspect, repair, reconstruct, and operate an above ground water pumpstation, below grade regulator station, pipelines, markers, conduits, valve boxes, meters, fixtures, control equipment and any other facilities or appurtenances deemed necessary for operation of the water facilities (hereinafter called "Water Facilities") as described in the Easement Deed. But,

TMWA is not permitted to place any above-ground Water Facilities or other structures on the Plumas Easement, as described in Exhibit B to the Easement Deed.

2.1 No Unreasonable Interference. County shall not erect any buildings or structures on the Easements or otherwise use the Easements in a manner that places an unreasonable burden on or unreasonably interferes with TMWA's use and enjoyment and the rights granted herein.

TMWA acknowledges by acceptance of the Easements that County's present recreational uses of, and practices on, the County Property are compatible with the purpose of the Easements. County reserves the right to use and enjoy the surface of County Property for the benefit of the public and the Easements in accordance with those current recreation practices and in perpetuity. County and TMWA recognizes that the future recreation uses of, and practices on, the County Property may change over time as a result of the County Property's development and the public's need for recreation as envisioned by the Washoe Golf Course Master Plan. TMWA acknowledges that the County owns and operates the County Property subject to certain Deed Restrictions and covenants, and that use of the Easements do not interfere with the restrictions placed on the County Property and shall not interfere with the Deed Restrictions at any future time. County shall notify TMWA prior to conducting improvements on the Easements that are compliant with the Washoe Golf Course Master Plan.

3. Easements Locations. County and TMWA agree that the Easements shall be located on the County Property as stated in the Easement Deed which is attached hereto as Exhibit "A".

4. Easements Price. TMWA shall pay the amount of eight thousand two hundred seventeen dollars (\$8,217.00) ("Purchase Price") directly to County in consideration of two permanent public utility easements based on the appraised value of the land for use of the county property.

5. Construction of Water Facilities. TMWA shall install, operate, repair any disturbances or damage caused by its operation, and maintain the Water Facilities at its sole cost and expense. No work shall be performed on the initial installation of the Water Facilities until County has been given at least five (5) days prior written notice of the time during which the installation work will take place. All work shall be performed in compliance with all applicable laws and ordinances. TMWA agrees that, except in the event of an emergency, work performed on the initial installation of the Water Facilities: shall be allowed only between 8:00 a.m. to 6:00 p.m., Monday through Friday, within the County Property.

6. County's Representations and Warranties. As a material inducement to the TMWA the County represents and warrants that:

6.1 Property, Title and Related Matters. County is and shall be at the Closing, the owner of all right, title and interest in the County Property and the Easements, and shall have and convey to TMWA at Closing good and marketable title to the Easements free and clear of all security interests, mortgages, liens, pledges, charges,

claims, or encumbrances of any kind or character. There is no lease affecting any portion of the Easements, and no person or entity has any right or option to purchase the County Property or any portion thereof.

6.2 Litigation. There is no litigation, proceeding, claim or investigation, including, without limitation, any condemnation proceeding, pending or, to the best of County's knowledge, threatened, which adversely affects the County Property or the Easements, in any court or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

6.3 No Misstatement. No representation, statement or warranty by County contained in this Agreement or in any exhibit hereto contains or will contain any untrue statements or omits, or will omit, any material fact necessary to make the statement of fact recited not misleading.

6.4 No Agreements. Neither the execution and delivery of this Agreement by County nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which County is a party, or to which it is bound.

7. TMWA's Representations and Warranties. TMWA represents and warrants to County as follows:

7.1 Status, Power and Authority. TMWA is a joint powers authority entity duly organized, validly existing under the Laws of the State of Nevada, with all requisite power and authority to enter into and carry out its obligations under this Agreement.

7.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement by the persons executing the same on behalf of TMWA have been duly and validly authorized.

7.3 Legal, Valid, Binding and Enforceable. This Agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of TMWA, enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general applicability.

8. Closing. Within fifteen (15) days of the execution of this Agreement by all parties, County shall deliver to TMWA the Easement Deed, duly executed and notarized and such other documents required by TMWA to record the Easement Deed in Official Records, Washoe County Recorder, Washoe County, Nevada. Each party shall bear its own costs (including attorneys' fees) associated with the Closing, unless otherwise specified in this Agreement.

9. Indemnification for Breach of Representations and Warranties. The parties hereby make the following indemnifications:

9.1 To the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes (“NRS”), County agrees to indemnify and hold harmless TMWA and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys’ fees) which TMWA may incur by reason of or in connection with any untrue statement in this Agreement made by County or the breach of any representation or warranty of County contained in this Agreement.

9.2 To the extent allowed by law pursuant to Chapter 41 of the NRS, TMWA agrees to indemnify and hold harmless County and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys’ fees) which County may incur by reason of or in connection with any untrue statement in this Agreement made by TMWA or the breach of any representation or warranty of TMWA contained in this Agreement.

10. Covenants of Further Assurance. The parties to this Agreement covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the parties under this Agreement.

11. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or delivered by U. S. mails, postage prepaid on the date posted, and addressed to the other party at the following addresses:

County: Washoe County
Director, Community Services Department
PO Box 11130
Reno, NV 89520

TMWA: Truckee Meadows Water Authority
Attn: Director Natural Resources-Planning & Management
P.O. Box 30013
Reno, Nevada 89520-3013

With copy to: Michael A.T. Pagni
100 W. Liberty Street, Tenth Floor
P.O. Box 2670
Reno, Nevada 89505

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, and venue shall be in Washoe County, Nevada.

13. Effectiveness and Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of TMWA and County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as of the date first above written.

“COUNTY”

WASHOE COUNTY, a political
subdivision of the State of Nevada

By: _____
Marsha Berkgigler, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2015, _____
as _____ of the Board of County Commissioners of Washoe
County, personally appeared before me, a Notary Public, and acknowledged to me that
he/she executed the above instrument for the purpose therein contained.

Notary Public

“TMWA”

TRUCKEE MEADOWS WATER
AUTHORITY, a joint powers authority

By: _____
John A. Erwin, Director
Natural Resources – Planning
And Management

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2015, John A. Erwin, as Director of Natural Resources - Planning and Management, on behalf of Truckee Meadows Water Authority, personally appeared before me, a Notary Public, and acknowledged to me that she executed the above instrument for the purpose therein contained.

Notary Public

A.P.N: #019-140-12

After Recordation Return To:

Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520-3013
Attn: Heather Edmunson, SR/WA, Land Agent

**EASEMENT DEED
GRANT OF WATER FACILITIES EASEMENT**

THIS GRANT OF WATER FACILITIES EASEMENT (“Deed”) is entered into this ___ day of _____, 2015, by and between WASHOE COUNTY, a political subdivision of the State of Nevada (“Grantor”) and the TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (“Grantee”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property situate in the County of Washoe, State of Nevada, currently Assessor's Parcel No. 019-140-12 commonly known as Washoe Golf Course (“Grantor’s Property”); and

WHEREAS, Grantor and Grantee have entered into an Easement Purchase and Sale Agreement dated September 22, 2015, pursuant to which Grantor has agreed to convey two permanent non-exclusive public utility easements to Grantee across a portion of Grantor’s Property; and

NOW THEREFORE, GRANTOR, for and in consideration of the sum of Eight Thousand Two Hundred Seventeen Dollars (\$8,217.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a permanent and non-exclusive easement and right of way to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate mains, markers, conduits, pipelines, valve boxes, meters, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called “Water Facilities”), over, across, upon, under, and through that portion of the Grantor Property more fully described on

Exhibits "A and B" and shown on Exhibits "A-1 and B-1" attached hereto and made a part hereof (the "Easement Property"). But, Grantee is not permitted to place any above-ground Water Facilities or other structures on the Easement Property located on the southwest corner of the County Property, at the intersection of Plumas Street Avenue and Urban Road, described in Exhibit B to this deed.

2. Easement Access. Grantee shall have at all times ingress and egress to the Easement Property for the purposes set forth above, including without limitation constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Water Facilities. Grantee understands that the Easement Property is located on a heavily used public facility and Grantee will not unreasonably interfere with the Grantor's operation, maintenance of the Grantor's Property.

3. Warranties and Representations by Grantor. Grantor warrants and represents that Grantor owns Grantor's Property and there are no prior encumbrances or liens running with the Grantor's Property which will frustrate or make impossible Grantee's enjoyment of the Easement Property. Grantor has full power and authority to sell and convey the Easement Property to Grantee and to enter into and perform its obligations pursuant to this Agreement. The person signing this Deed and other instruments required under this Deed on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor. Grantee acknowledges that the Grantor owns and operates the County Property subject to certain Deed Restrictions and covenants, and that use of the Easement Property does not interfere with the restrictions placed on the County Property and shall not interfere with the Deed Restrictions at any future time.

4. Hold Harmless. Subject to the limitations in NRS Chapter 41, Grantee shall hold Grantor harmless from any loss, damage or injury suffered or sustained by Grantor or third parties for any injury or damage caused by any act or omission of Grantee in its use of the Easement Property.

5. Grantor's Reservation of Rights. Subject at all times to the limitations and provisions of Section 5.1, Grantor reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the surface of the Easement Property and to use the surface area of the Easement Property for parks and recreation purposes and uses by the general public; (ii) the non-exclusive right to construct, operate, inspect, repair and maintain utilities or equipment within the Easement Property. Grantor reserves the right to make reasonable improvements to Easement Property for public recreation purposes and consistent with its use as a golf course.

5.1 No Unreasonable Interference. Grantor shall not erect any buildings or structures on the Easement Property or otherwise use the Easement Property in a manner that places an unreasonable burden on or unreasonably interferes with TMWA's full use and enjoyment and the rights granted herein.

Grantee acknowledges by acceptance of the Easement Property that Grantor's present public recreational uses of, and practices on, the surface area of Grantor's Property are compatible with the purpose of this Easement. Grantor reserves the right to use and enjoy the Grantor Property and surface area of Easement in accordance with those present parks and

recreational practices and uses now and in perpetuity. Grantor and Grantee recognize that the future uses of, and practices on, the surface Grantor's Property may change over time as a result of the development and the public's need for recreation as envisioned by the Washoe Golf Course Master Plan. TMWA acknowledges that the County owns this property subject to certain Deed Restrictions and covenants that TMWA's use of the Easement Property shall be subject to and not interfere with the existing restrictions placed on the County Property.

6. Reimbursement for Breach. Each party shall reimburse the other party for all reasonable expenses, damages, and costs, including attorney fees, incurred by the injured party as a result of either party's breach of any covenant set forth herein.

7. Relocation of Water Facilities. If the Easement Property as defined herein and shown on Exhibits A-1 and B-1 is unsuitable for the purposes of the Grantee or the Grantor, then the location may, subject to prior written consent of both parties, be changed to an area mutually satisfactory to both the Grantor and Grantee herein. The newly agreed to locations shall be indicated and shown by an amended easement. Any relocations requested after the initial installation and use of the water facilities shall be at the sole cost and expense of the requesting party.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee their successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

(signatures and notaries to follow on next page)

“GRANTOR”

WASHOE COUNTY, a political subdivision
of the State of Nevada

By: _____
Marsha Berkgigler, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2015, _____ personally
appeared before me, a Notary Public, and acknowledged to me that he/she executed the above
instrument for the purpose therein contained.

Notary Public

“GRANTEE”

TRUCKEE MEADOWS WATER AUTHORITY,
a joint powers authority

By: _____
John A. Erwin, Director
Natural Resources – Planning
And Management

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2015, John A. Erwin, Director of Natural
Resources - Planning and Management personally appeared before me, a Notary Public, and
acknowledged to me that he/she executed the above instrument for the purpose therein contained.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION FOR A UTILITY EASEMENT FOR TRUCKEE MEADOWS WATER AUTHORITY

A portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 19 North, Range 19 East, Mount Diablo Meridian, in Reno, Nevada, and being more particularly described as follows:

COMMENCING at a found street centerline monument at the intersection of Urban Road and Plumas Street;

THENCE, South 89°08'29" West, a distance of 1236.99 feet along the centerline of Urban Road;

THENCE, South 00°51'31" East, a distance of 30.00 feet to a point on the southerly right-of-way of Urban Road, said point being the **POINT OF BEGINNING**;

THENCE, South 00°25'48" West, a distance of 65.00 feet parallel to the easterly right-of-way of Arlington Avenue and along the easterly edge of the easement described in Document No. 398318, Official Records of Washoe County;

THENCE, North 89°08'29" East, a distance of 80.00 feet parallel to said southerly right-of-way;

THENCE, North 00°25'48" East, a distance of 65.00 feet parallel to said easterly right-of-way to a point on said southerly right-of-way;

THENCE, South 89°08'29" West, a distance of 80.00 feet along said southerly right-of-way to the **POINT OF BEGINNING**;

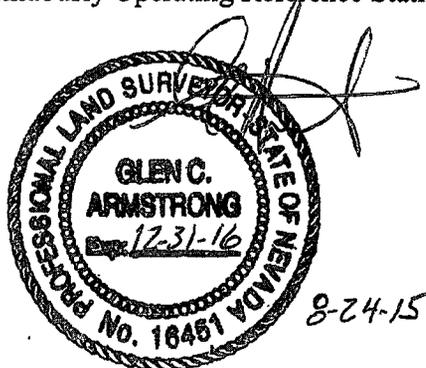
Containing 5,200 square feet of land, more or less.

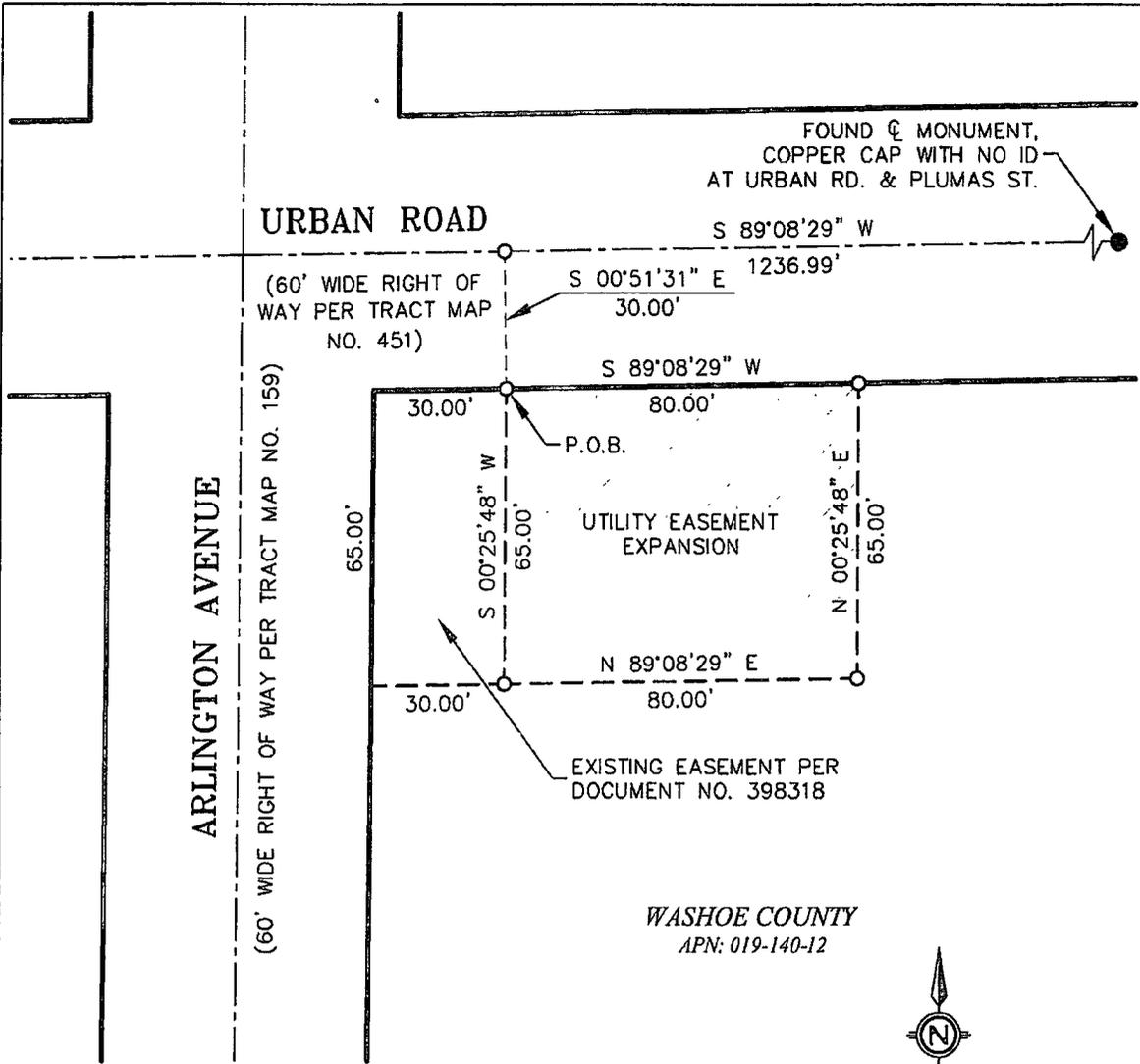
BASIS OF BEARING:

North was established with GPS observations (Nevada State Plane Coordinates, West Zone, NAD83) utilizing the Northwest Reno Continuously Operating Reference Station (RNO1).

Prepared by:

Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
227 Vine Street
PO Box 3299
Reno, Nevada, 89505





FOUND \odot MONUMENT,
COPPER CAP WITH NO ID
AT URBAN RD. & PLUMAS ST.

URBAN ROAD

(60' WIDE RIGHT OF
WAY PER TRACT MAP
NO. 451)

(60' WIDE RIGHT OF WAY PER TRACT MAP NO. 159)

ARLINGTON AVENUE

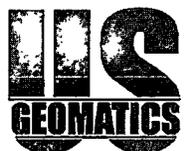
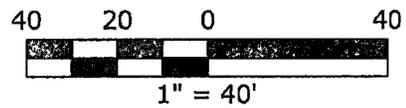
UTILITY EASEMENT
EXPANSION

EXISTING EASEMENT PER
DOCUMENT NO. 398318

WASHOE COUNTY
APN: 019-140-12

TOTAL AREA OF EASEMENT EXPANSION:
5,200 SQ. FT. \pm

BASIS OF BEARING:
NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS
(NEVADA STATE PLANE COORDINATES, WEST ZONE,
NAD83) UTILIZING THE NW RENO CONTINUOUSLY
OPERATING REFERENCE STATION (RNO1).



P.O. Box 3299
Reno, NV 89505
p. 775.786.5111
f. 775.786.5114
www.usgeomatics.com

EXHIBIT A1

TRUCKEE MEADOWS WATER AUTHORITY
UTILITY EASEMENT EXPANSION

**A PORTION OF THE SW 1/4 OF THE NE 1/4
OF SECTION 23, T. 19 N., R. 19 E., M.D.M.**

RENO

NEVADA

SHEET

1
of
1

EXHIBIT B

**LEGAL DESCRIPTION FOR A UTILITY EASEMENT
FOR TRUCKEE MEADOWS WATER AUTHORITY**

A portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 19 North, Range 19 East, Mount Diablo Meridian, in Reno, Nevada, and being more particularly described as follows:

COMMENCING at a found street centerline monument at the intersection of Urban Road and Plumas Street;

THENCE, South 89°08'29" West, a distance of 115.69 feet along the centerline of Urban Road;

THENCE, South 00°51'31" East, a distance of 30.00 feet to a point on the southerly right-of-way of Urban Road, said point being the **POINT OF BEGINNING**;

THENCE, South 00°25'48" West, a distance of 20.00 feet parallel to the westerly right-of-way of Plumas Street and along the westerly edge of the easement described in Document No. 2872598, Official Records of Washoe County;

THENCE, North 89°08'29" East, a distance of 65.00 feet parallel to said southerly right-of-way and along the southerly edge of said easement to a point on said westerly right-of-way;

THENCE, South 00°25'48" West, a distance of 55.00 feet along said westerly right-of-way;

THENCE, South 89°08'29" West, a distance of 100.00 feet parallel to said southerly right-of-way;

THENCE, North 00°25'48" East, a distance of 75.00 feet parallel to said westerly right-of-way to a point on said southerly right-of-way;

THENCE, North 89°08'29" East, a distance of 35.00 feet along said southerly right-of-way to the **POINT OF BEGINNING**;

Containing 6,200 square feet of land, more or less.

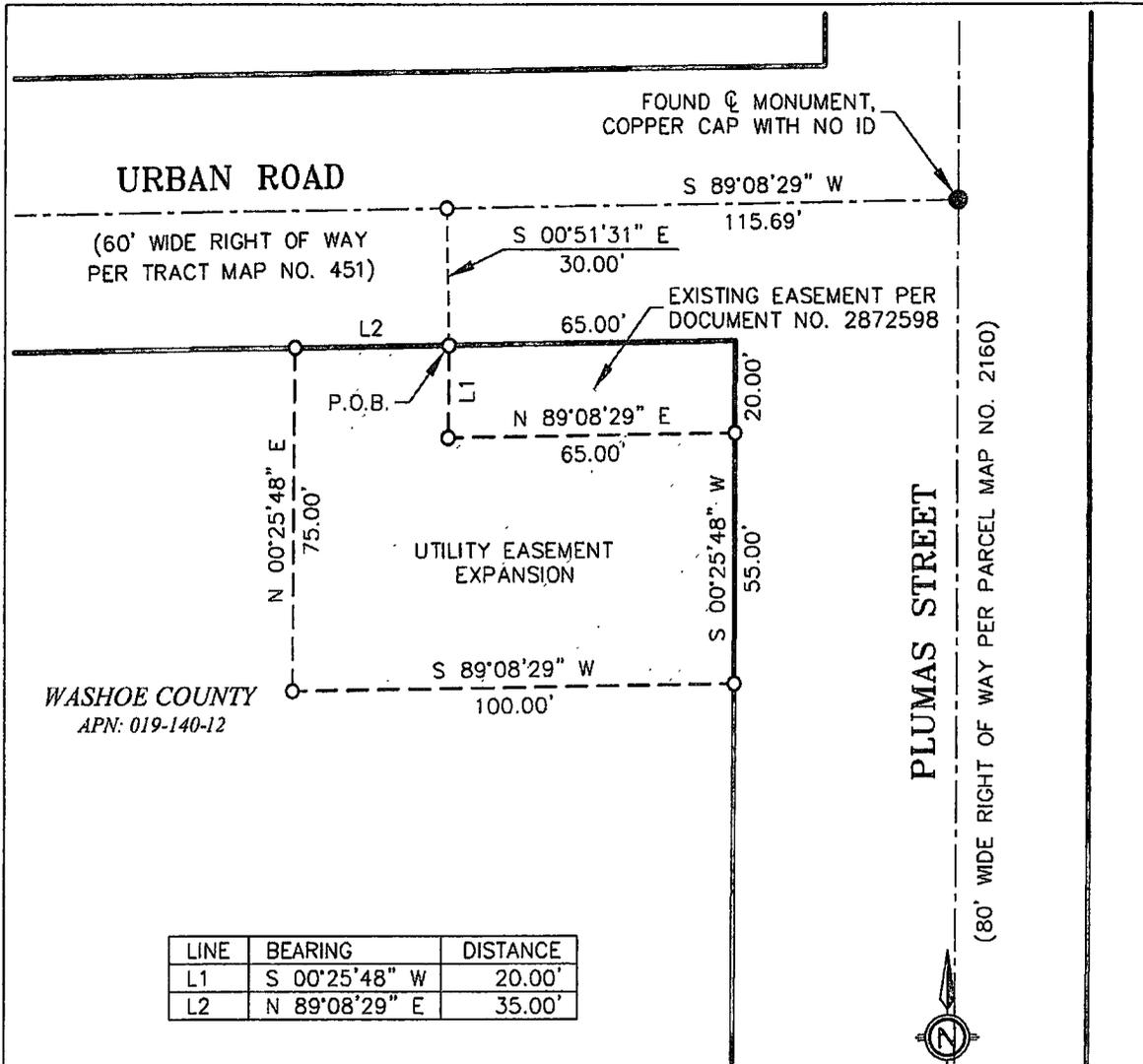
BASIS OF BEARING:

North was established with GPS observations (Nevada State Plane Coordinates, West Zone, NAD83) utilizing the Northwest Reno Continuously Operating Reference Station (RNO1).

Prepared by:

Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
227 Vine Street, PO Box 3299
Reno, Nevada, 89505

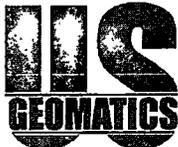
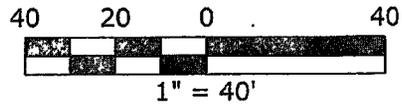




LINE	BEARING	DISTANCE
L1	S 00°25'48" W	20.00'
L2	N 89°08'29" E	35.00'

TOTAL AREA OF EASEMENT EXPANSION:
6,200 SQ. FT. ±

BASIS OF BEARING:
NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS (NEVADA STATE PLANE COORDINATES, WEST ZONE, NAD83) UTILIZING THE NW RENO CONTINUOUSLY OPERATING REFERENCE STATION (RNO1).



P.O. Box 3299
Reno, NV 89505
p. 775.786.5111
f. 775.786.5114
www.usgeomatics.com

EXHIBIT B1

TRUCKEE MEADOWS WATER AUTHORITY
UTILITY EASEMENT EXPANSION

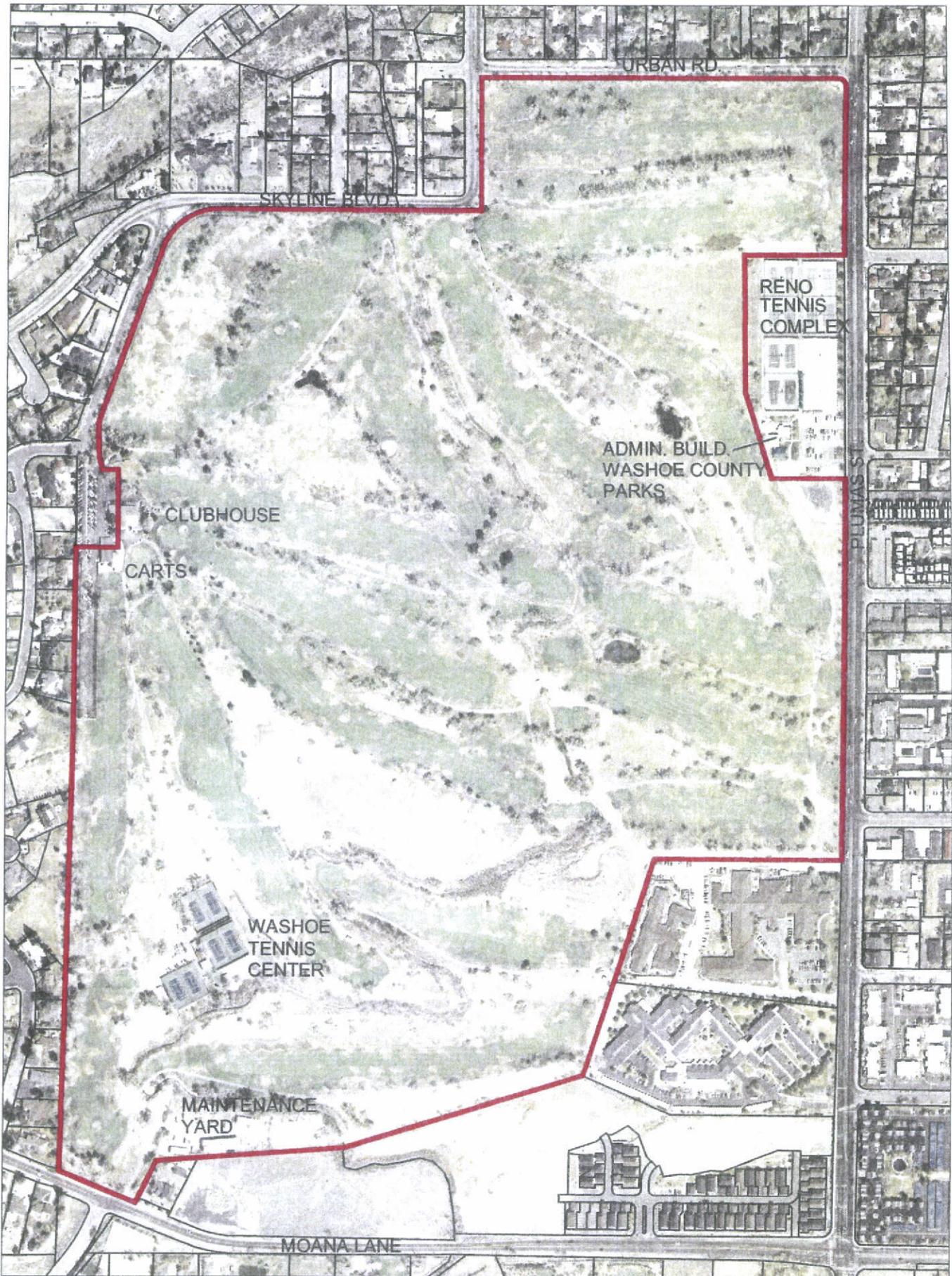
**A PORTION OF THE SW 1/4 OF THE NE 1/4
OF SECTION 23, T. 19 N., R. 19 E., M.D.M.**

RENO

NEVADA

SHEET

1
of
1



WASHOE GOLF COURSE &
WASHOE TENNIS CENTER



ARLINGTON BPS - NORTHEAST
COMMENTS AND NOTES



-  Existing Easement
-  Parcel Outlines
-  Proposed Addition

DATE	7/11/2013
MAP BY	KEVIN BOND
REQUESTED BY	LUCIE
SCALE	1 inch = 50 feet



2013 BPS Land Acquisition Inquiries
ARLINGTON BPS



TRUCKEE MEADOWS WATER
AUTHORITY
Quality. Distilled.



ARLINGTON BPS - NORTHWEST
COMMENTS AND NOTES

DATE: 7/11/2013
 MAP BY: KEVIN BOND
 REQUESTED BY: LK, JE
 SCALE: 1 inch = 53 feet

TRUCKEE MEADOWS WATER
 AUTHORITY
 Quality. Delivered.

2013 BPS Land Acquisition Inquiries
 ARLINGTON BPS



Washoe County COMMUNITY SERVICES DEPARTMENT

OFFICIAL NOTICE OF PUBLIC MEETING

Re: Proposed Public Utility Easements at Washoe Golf Course

You are hereby notified that a public meeting is scheduled regarding two potential Public Utility Easements at Washoe Golf Course. Staff will present a project update and solicit public input at these meetings:

WASHOE COUNTY OPEN SPACE AND REGIONAL PARK COMMISSION

2:30pm, TUESDAY, AUGUST 4, 2015

WASHOE COUNTY COMMISSION CHAMBERS, 1001 EAST 9TH STREET, RENO – NV

-AND-

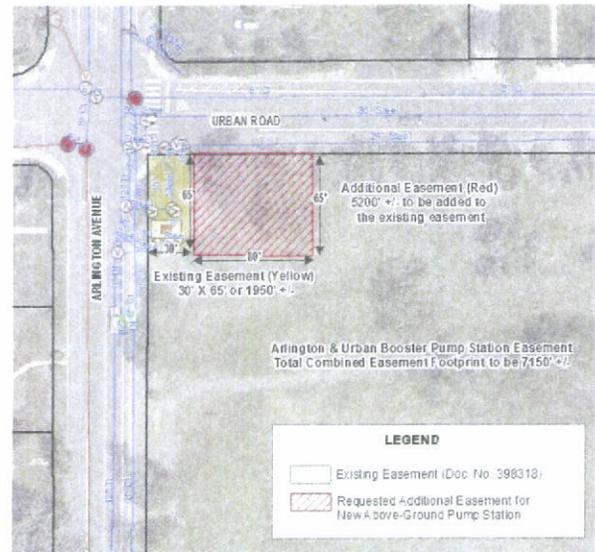
BOARD OF COUNTY COMMISSIONERS

10:00 A.M., TUESDAY, SEPTEMBER 8, 2015

WASHOE COUNTY COMMISSION CHAMBERS, 1001 EAST 9TH STREET, RENO-NV

Description: Truckee Meadows Water Authority (TMWA) has requested an easement to construct a Booster Pump Station above-ground at Washoe Golf Course at Urban & Arlington to replace an existing underground facility. TMWA has also requested an additional grant of easement at Plumas & Urban to correct the easement to cover an existing below-grade Regulator station and associated pipes.

As an owner of property in the vicinity, you are invited to hear an update on this proposed project and present testimony relative to this matter.



STAFF: Jennifer Budge, Park Operations Superintendent – Washoe County

775.328.2181 or jbudge@washoecounty.us

Heather Edmunson, Land Agent – Truckee Meadows Water Authority

775.834.8071 or hedmunson@tmwa.com

1001 E. 9TH Street • P.O. Box 11130, Reno, Nevada 89520-0027

Phone (775) 823-6500 • Fax (775) 829-8014

Washoe Golf Course Easements

- ❖ Chris Struffert/Senior Engineer
834-8047 or cstruffert@tmwa.com
- with
- ❖ Heather Edmunson/Land Agent
834-8071 or hedmunson@tmwa.com
- ❖ Amanda Duncan/Land Agent
834-8035 or aduncan@tmwa.com

Washoe Golf Course Easements

❖ Justification

1. SE Corner Arlington & Urban

- Replacement of Existing Underground BPS Reaching its Service Life (Built 1975)
- NAC 445A.66965 Requires New Installations to be Above-Ground

2. SW Corner Plumas & Urban

- Easement Corrections to Match Alignment of Existing Facilities

Arlington/Urban



Site Map Showing Easements

Arlington/Urban



Existing View Looking North

Arlington/Urban

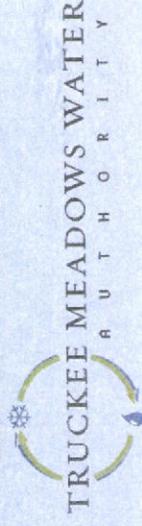


Proposed View Looking North

Arlington/Urban



Existing View Looking West



Arlington/Urban



Proposed View Looking West

Plumas/Urban



Site Map Showing Easements

Thank You!

Questions?

